

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION

CIVIL NO. 1:07CV394

TWO MEN AND A TRUCK®/	)	
INTERNATIONAL, INC., a Michigan	)	
corporation,	)	
	)	
Plaintiff,	)	
	)	
Vs.	)	<u>DEFAULT JUDGMENT</u>
	)	<u>AND</u>
CLETE, INC., a North Carolina	)	<u>PERMANENT INJUNCTION</u>
corporation, d/b/a TRUCK AND TWO	)	
GUYS MOVING; and BRUCE	)	
HENSLEY, an individual, jointly and	)	
severally,	)	
	)	
Defendants.	)	
_____	)	

For the reasons stated in the Order filed herewith,

**IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED** that the Plaintiff have and recover from the Defendants, jointly and severally, statutory damages in the amount of **ONE DOLLAR (\$1.00)**, with interest thereon at the current legal rate from entry of this Judgment until paid in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendants, their agents, servants, employees and/or representatives and all those persons who act in concert or participation with any or all of them, individually or jointly, and each and all of them are hereby **PERMANENTLY BARRED AND ENJOINED** from using – whether in advertising, offering for sale, or selling of products or services – the designation “Truck & 2 Guys Moving,” and/or any other confusingly similar mark, trade name, domain name or logo or any other word or words confusingly similar to Plaintiff’s TWO MEN AND A TRUCK® service marks, trade names or logos in any manner, unless expressly authorized by Plaintiff in writing.

**IT IS FURTHER ORDERED** that all supplies, labels, signs, manuals and other materials in the possession, custody and control of Defendants that might, if used, violate the Permanent Injunction herein, be delivered to the Plaintiff within 30 days from entry of this Default Judgment and Permanent Injunction.

**IT IS FURTHER ORDERED** that all vehicles advertising Defendants’ moving business as “Truck & 2 Guys Moving” or other confusingly similar name, logo or designation to Plaintiff’s TWO MEN AND A TRUCK® service mark, are hereby prohibited from driving on public roads until the name,

logo or designation is removed from such vehicles, and no confusingly similar name to Plaintiff's TWO MEN AND A TRUCK® service mark are used.

**IT IS FURTHER ORDERED** that Defendants' business telephone numbers, (828) 452-3051, (828) 697-7889, (828) 252-0228, (828) 712-6683 and (865) 573-4812, along with any other telephone numbers Defendants may be using in conjunction with the "Truck & 2 Guys Moving" name, shall be **ASSIGNED** to Plaintiff within 90 days from entry of this Default Judgment and Permanent Injunction so as to avoid the likelihood of further confusion. The Defendants shall cooperate with Plaintiff so that such transfer of telephone numbers shall occur, including the payment of any and all past due telephone invoices in connection with said telephone numbers.

**IT IS FURTHER ORDERED** that, within **THIRTY DAYS** from the entry of this Default Judgment and Permanent Injunction, Defendants shall file with the Court and serve on Plaintiff a report in writing and under oath, setting forth in detail the manner and form in which Defendants have complied with this Permanent Injunction, in accordance with 15 U.S.C. § 1116(a).

**IT IS FURTHER ORDERED** that Plaintiff shall have and recover of the Defendants, jointly and severally, attorney fees in the amount of **NINETEEN THOUSAND, NINE HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENTS (\$19,995.50)**, and costs in the amount of **TWO THOUSAND, TWO HUNDRED FOURTEEN DOLLARS AND SIXTY-EIGHT CENTS (\$2,214.68)**.

Signed: March 26, 2009

A handwritten signature in black ink, appearing to read 'L. H. Thornburg', written over a horizontal line.

Lacy H. Thornburg  
United States District Judge

